

# **AGREEMENT**

## **BUSINESS ASSOCIATE**

This AGREEMENT entered into on this 10th day of May, 2020, between **MX Export & Importer**, having its Registered office at – Plot no. 53, Ashwini Homes, Road No. 70, Jubilee Hills, Hyderabad, 500033, Telangana.

(Herein after referred to as the 'COMPANY')

Which expression shall unless repugnant to the context or meaning thereof, Includes its successors and permitted assigns as party of the first part,

And

**Salta Biotech & Neutraceuticals, (Prop. Rakesh Verma)**, having its Registered office at 6, Park street, 5, Usha plaza, M.I. Road, having GSTIN:(herein after referred to as the 'Business Associate' which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns as party of the second part.

Note:

This professional tie up is done with recommendations and reference of **Mr. Debotosh Bhattacharya**, resident of A-32, First floor, Lilac-1, Sohna Road, Sector 49, South City -II, Gurgaon, 122018. Haryana

WHEREAS the COMPANY is engaged in the Export/Import of 3M masks with different models and has established an excellent business reputation, created a substantial demand for its products and services and build up valuable goodwill.

AND WHEREAS the Business Associate is desirous to operate a profit share partnership business for the Company's products as mentioned in para 2 below, in the designated territory (Pan India) upon the terms and conditions hereafter set forth.

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and agreements herein contained the parties hereto do hereby covenant and agree with each other as follows:

### **1. TERM:**

The term of this agreement shall be for a period of 3 year from the date of signing of the agreement. This can be renewed on the basis of Business associate performance for another term of 3 year and so on.

### **2. PRICING OF THE PRODUCTS:**

Company will supply the stocks (3M 1860, 8210 and 8210V) to the concerned Distributors (Appointed by Business Associate, Salta Group) on the price recommended by business associate (not below the price as per list below)

3M 1860 - Rs. 215.00

3M 8210 - Rs. 225.00  
3M 8210V - Rs. 235.00  
Plus GST

The difference amount of both the prices (Price given by **MX Export & Importer to Salta Biotech & neutraceuticals (Rakesh Verma)** and billing price per piece to various distributors), will be transferred in the bank accounts provided by Salta Biotech & neutraceuticals, after receiving the full payment from various distributors. As discussed, this difference amount will be transferred on the same day.

### **3. OBLIGATION OF THE PARTIES:**

The Company agrees to the following terms:

- a. Company will supply the stocks to the Distributors appointed by Salta Biotech & neutraceuticals (Rakesh Verma), on 'Ex Office/Depot' basis.
- b. Goods once sold will not be taken back by the company.

The Business Associate agrees to the following terms:

- a. The Business Associate (Salta Biotech & Neutraceuticals, (Rakesh Verma) is required to make the payment of their Distributors through LC or NEFT/RTGS before purchasing the goods,

### **4. TERMINATION:**

Either party shall have the right to terminate this agreement, upon providing written notice of their intention of termination at least 3 months prior to termination. In case of termination from either side, the Company will neither buy the stock nor will it compensate for the same to the Business Associate in any manner.

### **5. GOVERNING LAW AND JURISDICTION:**

Since the Company is registered in Hyderabad, Telangana, any dispute pertaining to this agreement will be in the "TELANGANA JURISDICTION" only. These terms and conditions shall be governed by and construed and interpreted in accordance with the laws of Hyderabad, Telangana, India.

### **6. ARBITRATION:**

Any dispute, controversy, or claim arising out of or related to this Agreement which has not been mutually resolved by the parties shall be determined and settled according to Indian Arbitration and Conciliation Act, 1996 except as expressly set forth herein.

### **7. CONFIDENTIALITY:**

All the matters relating to the Agreement shall be treated by the Parties as confidential and no such matters shall be disclosed to any third party in any other business or in any manner not specifically approved in writing.

### **8. GOOD FAITH:**

In the Implementation of this Agreement, the parties undertake to observe the utmost good faith and they warrant in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from the right, assets or interests of any other (s) of them.

**9. VARIATIONS TO AGREEMENT:**

No Variation, Modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Parties and reduced to writing.

Signed at Hyderabad, this 10th day of 2020.

For and on behalf of  
M/S MX Export & Importer

Sign\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

For and on behalf of  
(BUSINESS ASSOCIATE)  
Salta Biotech & neutraceuticals

Sign\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

**Witness-**

MR. Debotosh Bhattacharya  
A-32, First floor, Lilac-1, Sohna Road  
Sector-49, South City-II  
Gurgaon 122018  
Haryana.

Signature